

# New Mexico Public Education Commission



## 2023 Charter School Renewal Application Solare Collegiate Charter School Part E: Facilities

Charter Schools Division  
Public Education Department  
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Approved by the Public Education Commission: March 18, 2022

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## Instructions

Please read the entire Charter School Renewal Application Kit before preparing documents. In an effort to help applicants understand the requirements of the Renewal Application, the CSD will hold a minimum of two technical assistance workshops. Applicants will be notified of the dates, times, and locations of the workshops.

Enter applicant responses in boxes below. Answer all questions unless the question indicates that applicants should answer only under certain conditions (e.g., rating on a Performance Framework indicator requires explanation, etc.). Narrative responses should be verifiable through documents submitted or observable evidence at the renewal site visit.

## School Information

**Name of School:** Solare Collegiate Charter School

### Facilities Narrative

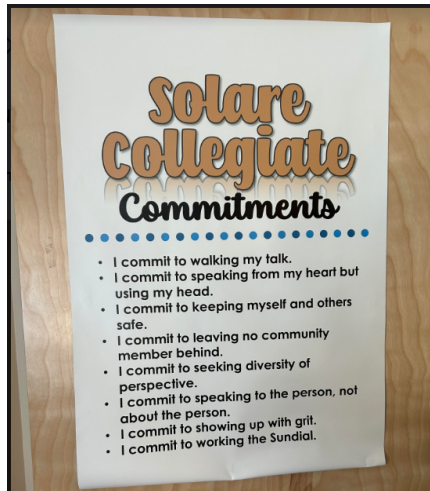
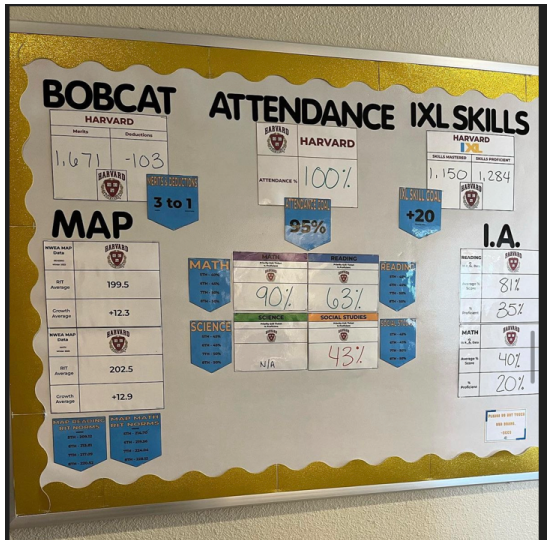
Provide a description of the charter school facilities. Enter applicant response in box below:

**School response:**

Solare Collegiate Charter School is located at 8801 Gibson Blvd SW, Albuquerque New Mexico 87121. Our school is located between Unser and 98<sup>th</sup> street, in Albuquerque's Southwest Mesa. Our school site is on roughly five acres of previously undeveloped land, and includes two buildings totaling about 21,000 square feet of new construction. Presently, we have 14 general education classrooms, 3 teacher work rooms, 1 special education classroom, 1 school-based health center, scholar and staff restrooms (including gender neutral restrooms), 2 social work offices, a Dean of School Culture office and work space, a reception area, and 3 administrative offices. The exterior of our building includes a shaded outdoor learning space, landscaping, and currently undeveloped outdoor space. The school has capital outlay funds earmarked to fence the exterior of the property, as well as to develop outdoor recreation spaces. Due to crime and vandalism in our community, we have delayed the outdoor development until the fencing project is completed, in order to protect the publicly funded assets.



The interior of the Solare Collegiate campus strives to communicate our mission and vision. In both buildings, the walls of our halls are adorned with college pennants, in alignment with our mission of preparing our scholars to excel at the colleges of their choice. Our bulletin boards are populated with up-to-the-week proficiency data for each of our cohorts in all content areas, as well as attendance data per classroom. This is in alignment with our core belief that Data Drives Decisions. Additionally, around the school, visitors will see our school's Sundial Habits throughout the classrooms, which include Sharp Mind, Noble Purpose, Aligned Actions, Big Heart, and True North. These habits guide us as a community, as a classroom, and as individuals. Finally, our building is adorned with our community commitments, a code by which all the people in our community follow and live by.

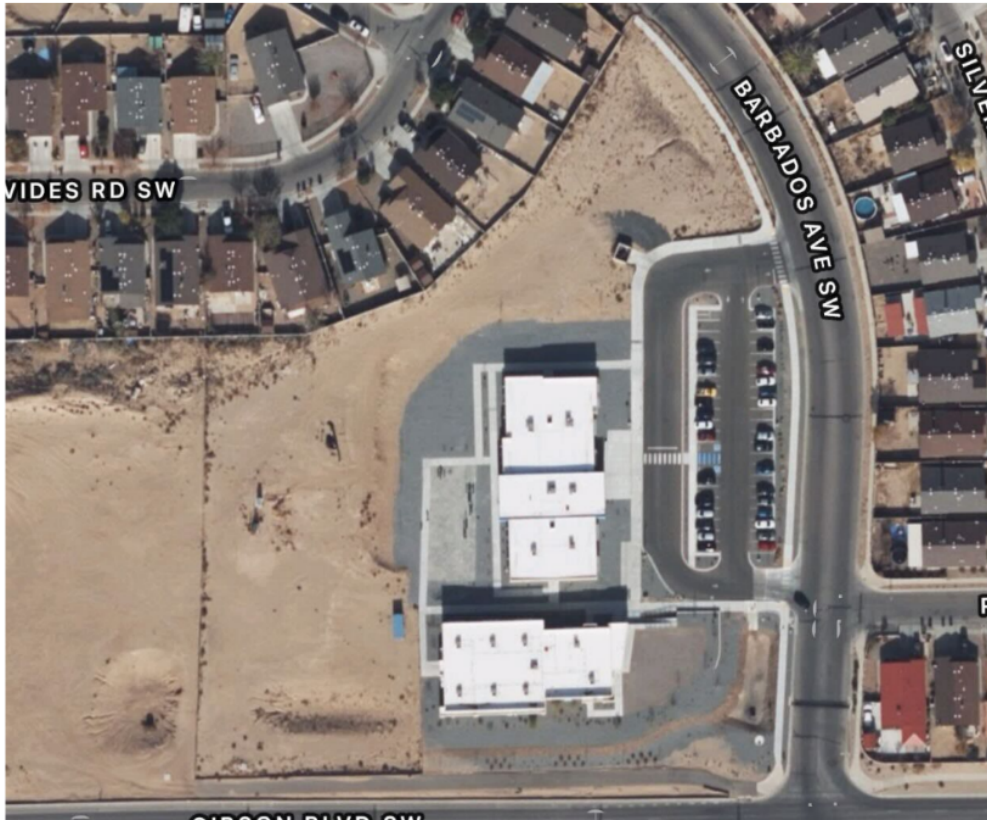


Solare Collegiate is presently working with contracted vendors to move forward with our fencing project, as well as the expansion of our parking lot. In addition, we are also working with our contracted vendors

to develop an updated Master Facilities Plan, in order to identify the future facility needs of the school, as well as to support anticipated growth.

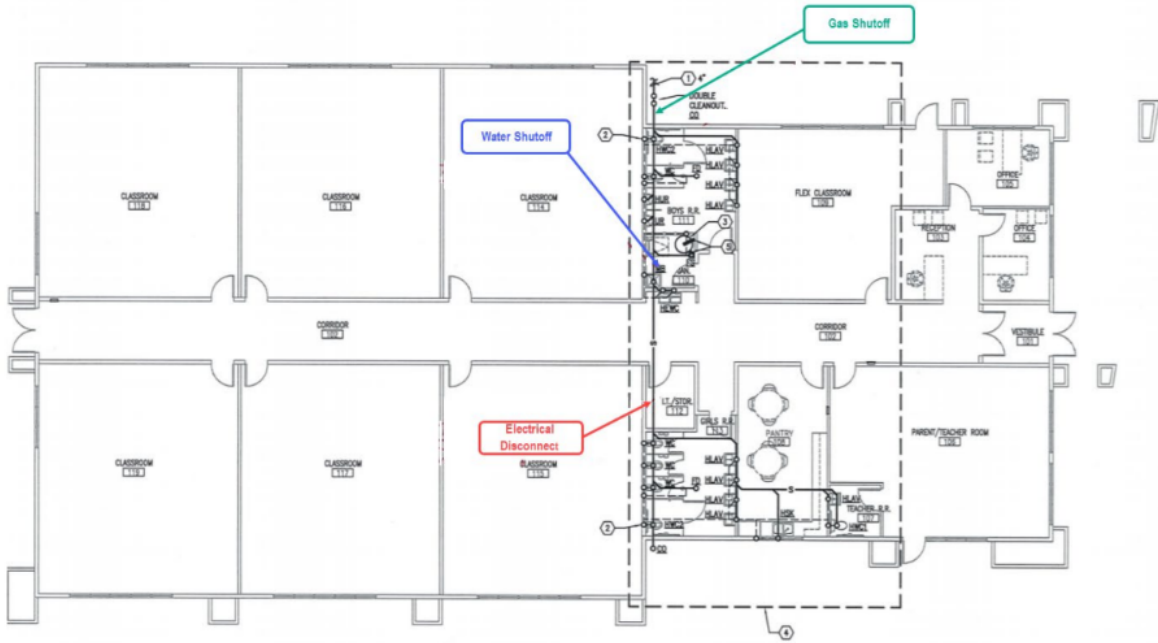
### School Map- 2023-2024 School Year

#### Site Map





**Building B**



**Appendices**

Include the following appendices as PDFs, using the following naming conventions. In place of “School Name” please use a short form of the school’s name, with the same form used consistently for all appendices.

	<b>File Name</b>	<b>Documentation</b>
<b>E-1</b>	E-1 E-Occupancy School Name	E-Occupancy Certificate
<b>E-2</b>	E-3 Lease Agreement School Name	A copy of the facility lease agreement, if applicable
<b>E-3</b>	E-4 Facility Master Plan School Name	Facility Master Plan

# Certificate of Occupancy

City of Albuquerque  
Planning Department  
Building Safety Division

*This Certificate, issued pursuant to the requirements of Section 115.3 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the specified code edition, other technical codes and city ordinances regulating building construction or use.*

Building Address 8801 Gibson Blvd SW

Special Stipulations/Conditions none

Fire Sprinklers  Yes  No

Occupancy Group E

Type of Construction 5-B

Building Permit No. 2020-52318

Owner of Building Solare Collegiate Charter School

Address: 8801 Gibson Blvd SW

By: Deborah Rowley

Date: 9-17-21

Code Edition: 2015-IBC



V Land Clark  
Chief Building Official

No: **90396**



# Certificate of Occupancy

City of Albuquerque  
Planning Department  
Building Safety Division

*This Certificate, issued pursuant to the requirements of Section 115.3 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the above code and other technical codes and city ordinances regulating building construction or use.*

Building Address 8801 Gibson Blvd SW

Zip 87121

Portion of Building New Charter School

Use Classification Commercial Project

Bldg. Permit No. BP-2019-23457

Occupancy Group B, E

Type of Construction V-B, Non-Sprinkled

Land Use Zone N/A

Owner of Building Solare Collegiate Charter School

Address: 1718 Central Av SW, Suite D, Alb., NM 87104



By: Matthew Gomez

Date: June 17, 2020

V Land Clark  
Chief Building Official

IBC Code Year:2015

**POST IN A CONSPICUOUS PLACE**

**MAXIMUM OCCUPANT LOAD: 310**

## **LEASE AGREEMENT**

This Lease Agreement (“the “Lease”) is entered into by and between **Solare Collegiate Foundation** (hereinafter “Landlord”) and **Solare Collegiate Charter School**, a New Mexico Public Charter School (hereinafter “Tenant” or “School”). Landlord and Tenant are sometimes referred to herein each as “Party” and collectively as the “Parties.”

### **1. PREMISES.**

- A. Landlord does hereby lease to Tenant, and Tenant, subject to the terms and conditions of this Lease, does hereby take from Landlord, those certain premises located at 8801 Gibson Blvd SW, Albuquerque, New Mexico 87121 (20,934 square feet), county of Bernalillo.
- B. Tenant shall use the Premises for the following purposes and for no other purposes whatsoever: operation of a public charter school or related general educational or office use. All of the foregoing shall be referred to herein as the "Tenant's Uses."
- C. Landlord represents that the premises are rated E-Occupancy and meet the required New Mexico Weighted Condition Index necessary for Tenant to use the premises for its uses contracted for in this Lease.
- D. Neither Landlord nor any agents or employees of Landlord have made any representations or promises with respect to the Premises, except as expressly set forth herein and as set forth in all exhibits and attachments to this Lease and the documents delivered in accordance with the terms of this Lease, including without limitation, the Plans and Specifications, and no rights, privileges, easements or licenses are acquired by Tenant, except as expressly set forth herein. The taking of possession of the Premises by Tenant shall be evidence that the Premises were on such date of possession in good, clean and tenantable condition and that the Tenant accepts the Premises "As Is" except (i) as outlined by Tenant at the time of such possession, (ii) as set forth in the warranties provided by third parties for the Facilities, and (iii) for Landlord's continuing maintenance and repair obligations expressly set forth in this Lease.

### **2. LEASE TERM.**

- A. Initial Term. The "Lease Term" shall commence on July 1, 2021 and shall continue thereafter for a period of five years following the Commencement Date, unless earlier terminated as hereinafter provided. If the Commencement Date is during a state fiscal year (July 1- June 30) the lease term shall be five years from the start of the subsequent fiscal year.

- B. Effective Date. The Effective Date, after which this Lease is valid and binding on the Parties, is the date this instrument is signed by the parties.
- C. Move-In Date. The Move-In Date is the day Tenant takes control of the Premises. The Move-In Date is February 24, 2020.
- D. Option to Extend Lease Term. The Option to Extend shall be contingent upon Tenant not being in default under the terms of this Lease at the time of the exercise of the option and at the commencement date for each option term. Tenant shall provide Landlord written notice not less than one (1) month prior to the expiration of the then-current Lease Term of its intent to exercise each option. The Lease may be extended in terms of one month or more.
- E. Should, at any time during this lease, Tenant wish to convert this Lease to a Lease Purchase Arrangement Landlord shall allow such and shall aid Tenant in the endeavor.

### **3. RENT.**

- A. Tenant shall pay to the Landlord during the Lease Term annual rent in monthly installments (hereinafter "Base Rent"). The Base Rent for the premises shall be on a graduated scale, reflecting the growth of the campus over the five year term. The monthly rent will be as follows:
  - July 2021-June 2030: \$45,000 per month
- B. The monthly installments of Base Rent shall be due and payable in advance on the 15th day of each month. If any such Base Rent shall be payable for a fraction of a month, the amount payable shall be a pro rata share of the full month's Base Rent based on the actual number of days of the month involved. Should the Tenant fail within fifteen (15) days after the amount is due to pay any Base Rent due hereunder at the time and in the manner herein provided, a late fee of five percent (5%) of the amount then due will be added to the amount due which shall be immediately due and payable without any further notice or demand from Landlord. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder.

### **4. SERVICES AND MAINTENANCE.**

- A. Tenant shall be responsible for interior maintenance costs of the Premises, including without limitation, janitorial services and cosmetic maintenance, except as such items are the responsibility of the Landlord under this Lease.
- B. Heating and Air Conditioning, Plumbing, Electrical and Life Safety Systems. Landlord leases the Premises in an "as is" condition on the Move-In Date, subject to existing warranties, which Landlord shall be responsible for seeking coverage

or reimbursement. Except as covered by such warranties and as to those items for which Landlord is responsible under the terms of this Lease, Tenant shall be responsible for the interior maintenance. Landlord will be responsible for the repair of the Building, plumbing, electrical and life safety systems, alarm systems within the Building.

- C. Landlord shall be responsible for the warranties, maintenance service contracts, and replacement of the HVAC, landscaping, parking lot, plumbing, electrical and life safety systems outside of the Building, roof, exterior of the Building, and structural members of the Building, unless such maintenance or repairs are necessitated in part or in whole by the neglect, fault or omission of any duty, or intentional destruction or abuse by Tenant, its agents, servants, employees or invitees, in which case Landlord shall cause the necessary maintenance or repair to be performed and Tenant shall pay to Landlord within thirty (30) days following Landlord's demand the reasonable cost of such maintenance and repairs for covered by warranties or service contracts. Anything to the contrary in this Lease notwithstanding, Landlord shall be responsible for all costs of any kind necessary to maintain the Premises to the State Building Requirements. If Landlord fails to perform maintenance or make repairs in a timely manner of Tenant has provided written notice to Landlord for the need of the same, then Tenant shall have the right to cause the necessary maintenance or repair to be performed and to collect from Landlord the cost of such repair, including without limitation, by offsetting rent owed to Landlord in the amount of such repair or maintenance.
- D. All repairs and replacements made by Landlord shall be made and performed at such time and in such manner as agreed upon by Landlord and Tenant, by contractors or mechanics approved by Landlord, so that same shall be at least equal in quality, value, and utility to the original work or installation, and in accordance with all applicable building codes, laws and regulations of governmental authorities having jurisdiction over public schools and the Premises, and shall maintain such occupancy standards as are required for public schools.
- E. Keys and Locks. Landlord shall furnish Tenant with keys for the lock on each door entering the Premises and alarm keys. Additional keys will be furnished at a charge by Landlord on an order signed by Tenant or Tenant's authorized representative. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises without Landlord's permission, and Tenant shall not make or permit to be made any duplicate keys except those furnished or allowed by Landlord. Upon termination of this Lease, Tenant shall return to Landlord all keys to the Premises and give to Landlord the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Premises.

- F. Signage. Tenant shall be responsible for payment of their individual sign face and artwork and shall have the right to place its signage on the premises. No signage shall be installed or modified without the Landlord's prior written approval of such signage which approval shall not be unreasonably withheld.
  - G. Landlord shall be responsible for acting with prudence and diligence in repairing and restoring utility services that are interrupted. Landlord shall be liable for the gross negligence and intentional acts or omissions of Landlord, its employees, agents and representatives, as well as for any interruption of services that causes the Premises to be deemed unusable as a school or which interrupts the assignment of an E-Occupancy rating.
  - H. During both the Initial Term and any Extended Term of this Lease, Landlord shall maintain the Property to all applicable state adequacy standards applicable to charter schools, at no additional cost to the School or the State of New Mexico as set forth in NMSA 1978, §22-8B-4.2(D)(2)(a) or a successor statute.
5. **ASSIGNMENT AND SUBLETTING.** Tenant shall not have the right to sublet or assign all or any part of the Premises or rights to use the access or Parking Lot Facilities without the prior written consent of the Landlord, which will not be unreasonably withheld. A name change by either party shall not be considered an assignment.
6. **ALTERATIONS.**
- A. Except as expressly described in this Lease, Tenant will not make any alterations of, or additions to, the Premises without the prior written approval of Landlord, which approval is not to be unreasonably withheld. Tenant may not install Tenant's trade fixtures or make other changes or alterations without Landlord's prior written approval.
  - B. Tenant will not permit any mechanic's, laborer's or materialmen's liens to stand against the Premises and will, within thirty (30) days of notice thereof remove all such liens. Landlord may remove such liens and Tenant shall immediately reimburse Landlord upon demand for all costs and expenses, including attorney's fees, incurred by Landlord in removing such mechanic's, laborer's or materialmen's lien.
7. **TENANT EQUIPMENT AND FURNISHINGS.**
- A. Tenant shall not install or operate in the Premises equipment or other machinery which requires changes, replacements or additions to or in the use of the heating, air conditioning, electrical or plumbing systems of the Premises without first obtaining the prior written consent of the Landlord.
  - B. Landlord shall have the right to limit the weight and prescribe the position of heavy equipment or fixtures, based on the structural integrity of the facilities.

Any and all damage or injury to the Premises caused by moving the property of Tenant in or out of the Premises, or due to the same being on the Premises shall be repaired by and at the sole cost of Tenant.

**8. TENANT'S INSURANCE.**

- A. Tenant shall procure and maintain policies of insurance, at its own cost and expense through the New Mexico Public Schools Insurance Authority for liability of Tenant and its "public employees" as defined in the Tort Claims Act (NMSA 1978, Section 41-4-1 et. seq.) in amounts prescribed by the Tort Claims Act, causing Landlord to be named as an additional insured on such policy of insurance but only in respect of liability arising out of Tenant's actions on the Premises. Certificates of Tenant's insurance policies shall be deposited with Landlord as requested by Landlord during the term of this Lease.
- B. Landlord shall carry its own general liability insurance in respect of liability related to or connected with the Premises for bodily injury to or personal injury to or death of any person or persons, or for damage to property in an amount of no less than legally required. Tenant shall be an additional insured on such policy.
- C. Landlord shall carry a policy or policies of insurance, at its sole cost and expense, insuring Landlord and Landlord's lender, if any, against property loss or damage to the Premises in an amount equal to the replacement cost thereof.
- D. Tenant shall, from the execution of this lease, carry commercial tenant's property insurance, covering against all risks of physical loss to the contents of the Premises, including without limitation, the furniture, fixtures and equipment, in an amount equal to full replacement cost.
- E. Tenant will not conduct or permit to be conducted any activity or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Building; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be evidence that the increase in such rate is due to such activity or equipment, and as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore.
- F. Tenant shall at all times maintain Worker's Compensation insurance covering its employees in and about the Premises as required by law and shall provide Landlord proof of such insurance upon request.
- G. If the Premises, or Tenant's personal property or fixtures in the Premises, shall be damaged or destroyed by a casualty required to be insured against under the terms of this Lease, whether or not such damage or destruction is caused, or claimed to be caused, by the neglect or misconduct of Landlord or Tenant, or any of their

respective officers, employees, agents, contractors, or invitees, neither Landlord, Tenant, nor their respective insurance companies shall have any right of action, by way of subrogation or otherwise, against Landlord or Tenant, or any of their officers, employees, agents, contractors, or invitees, arising from such damage or destruction, and each policy of insurance required by this Lease shall provide a waiver and release by the insurer of any such right.

## **9. RESPONSIBILITY FOR ACTIONS UNDER THE LEASE.**

- A. Tenant shall be responsible for any and all claims by or on behalf of any person arising from conduct or management of or from any work or thing whatsoever done in or on the Premises by Tenant, its agents, contractors, servants, employees, invitees or licensees. If any action or proceeding is brought against Landlord by reason of any claim described in this Paragraph, Landlord shall have the right to make a claim against Tenant under this Paragraph.
- B. Landlord shall be responsible for any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever done in or on the Premises by Landlord, its agents, contractors, servants, employees, invitees or licensees. If any action or proceeding is brought against Tenant by reason of any claim described in this Paragraph, Tenant shall have the right to make a claim against Landlord under this Paragraph.

## **10. TERMINATION.**

- A. Fire or Other Casualties. If the Premises is substantially damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to the Tenant within 3 days after such damage or destruction. If a portion of the Premises is damaged by fire or other casualty, and Landlord shall restore the Premises, exclusive of any alterations or other changes made to the Premises at any time by or at the direction or request of Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible and in any event sufficient to meet the requirements of NMSA 1978, Section 22-8B-4.2 or any successor statute. In the event Landlord so elects to restore the Premises, Rent shall abate during such period of time as the Premises are unusable in a reasonable manner based on Tenant's ability to utilize the remaining portion of the Premises; provided that if the remaining portion is not sufficient for the entirety of Tenant's student population (including without limitation it does not meet the State Building Requirements), then the entire Premises shall be deemed unsuitable. If the substantial destruction to the Premises cannot be substantially restored within one hundred eighty (180) days from the time of such damage or destruction or during the last twelve (12) months of the current lease term, then the Tenant or Landlord shall have the right to terminate this Lease. The Landlord shall not be responsible to the Tenant for damages to or destruction of any furniture, equipment, alterations or other changes made or installed in, on or about the Premises

regardless of the cause or the damage or destruction unless caused by the gross negligence or intentional misconduct of Landlord, its employees, agents and representatives.

- B. Eminent Domain. If the entire Premises or substantially all of the Premises is permanently taken by eminent domain, this Lease shall automatically terminate as of the date of such taking. If any portion of the Premises is taken by eminent domain, Landlord shall also have the right to terminate this Lease by giving written notice thereof to Tenant within ninety (90) days after the date of taking. If only a portion of the Premises is taken by eminent domain and Landlord elects not to terminate this Lease, Landlord shall, at its expense, restore the Premises, exclusive of any improvements or other changes made to the Premises by Tenant, to as near the condition which existed immediately prior to the date of taking as reasonably possible. Rent shall abate during such period of time as the Premises are unusable in a reasonable manner based on Tenant's ability to utilize the remaining portion of the Premises and upon completion of restoration necessary adjustments shall be made in the Rent, or other costs to reflect a reduction in the size of the Premises. Tenant shall have the right to terminate this Lease within ninety (90) days after the date of taking by giving written notice thereof to Landlord, if the taking involved results in (i) Tenant not being able to reasonably utilize the remaining Premises for Tenant's Uses or (ii) the remainder of the Premises is not suitable for Tenant's Uses for its entire student population (including without limitation it does not meet the State Building Requirements). Tenant shall have no right to any of the award or payment made in connection with such taking provided, however, that Tenant shall be entitled to recover any separate amount for Tenant fixtures and/or relocation costs provided under appropriate statutes, ordinances or regulations.
- C. Event of Non-Appropriation. Tenant's obligations under this Lease are subject to annual appropriation of funds for Tenant to pay Rent hereunder.
- i. An "Event of Non-Appropriation" shall have occurred: (a) if on June 30 of any year the New Mexico State Legislature has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay Rent scheduled to be paid in the next ensuing fiscal year of the Tenant; (b) if the Public Education Department finds this instrument to be outside the allowable scope of Section 22-8B-4.2, or its successor statute; or (c) if Tenant's charter is not renewed or is otherwise revoked.
  - ii. Upon an Event of Non-Appropriation and any other provisions of this Lease to the contrary notwithstanding, Tenant shall have the right to terminate the Lease effective June 30 of the year when the Event of Non-Appropriation occurs. If reasonably feasible, Tenant shall give written notice of the Event of Non-Appropriation and Tenant's termination by April 1 of the year in which the Event of Non-Appropriation occurs; however, a failure to give such notice



by April 1 shall not: (a) constitute an event of default; (b) prevent the Tenant from terminating the Lease; or (c) result in liability to Tenant hereunder.

- iii. Upon the occurrence of an Event of Non-Appropriation resulting in a termination of this Lease, Tenant shall have the option through written notice to renew this Lease in yearly increments if the amounts held in reserve by the Tenant as of April 1 are sufficient to be meet the entire amount of Rent due hereunder for the next ensuing fiscal year.
- iv. If the Event of Non-Appropriation would be cured by changing this instrument to one approved by the Public Education Department or the Public Schools Facilities Authority, as applicable, pursuant to Section 22-8B-4.2 of the Public School Code or its successor statute, the Parties shall have the option of agreeing to such instrument to cure the Event of Non-Appropriation as an alternative to terminating the Lease.
- v. Tenant's obligations under the Lease shall be subject to a termination of this Lease upon the occurrence of an incurable Event of Non-Appropriation.

D. Default. If Tenant defaults as provided for in the Lease, after required notice and an opportunity to cure as set forth in this Lease, then Landlord, at Landlord's option, may terminate this lease at the close of the fiscal year in which the default occurs. If Landlord defaults as provided for in the Lease, after required notice and an opportunity to cure as set forth in this Lease, then Tenant, at Tenant's option, may terminate this Lease immediately or up to the end of the fiscal year in which the default occurs.

11. **TENANT'S DEFAULT.** The occurrence of any of the following events shall constitute a default by Tenant under this Lease:

- A. If Tenant shall fail to pay any amounts to be paid by it hereunder, including but not limited to Base Rent and late charges and such default shall continue for a period of 10 days after Landlord has given Tenant written notice of such failure to pay.
- B. If Tenant fails to perform or observe any of Tenant's other obligations, covenants or agreements herein or hereunder, and such failure shall continue for a period of 10 days after Landlord has given Tenant written notice thereof, provided however, if the default cannot be reasonably cured within 30 days, Tenant shall have such additional time as is reasonably necessary to cure said default, provided Tenant acts diligently towards curing the default.
- C. The abandonment of the Premises by Tenant (other than the portion of Premises that may be assigned or sublet or a portion of the Premises that does not meet the State Building Requirements).

- D. Upon the occurrence of any of the foregoing defaults, Landlord may, but with no obligation to do so, immediately re-enter the Premises and remove all persons and property therefrom. Landlord shall have the right to keep this Lease in full force and effect, or, at its option, terminate this Lease as provided for under Termination. Tenant hereby expressly waives the service of any notice in writing of Landlord's intent to re-enter the Premises pursuant to this Section.
- E. **Right to Cure Defaults.** If Tenant defaults in the observance or performance of any of Tenant's covenants, agreements or obligations hereunder wherein the default can be cured by the expenditure of money, Landlord may, but without obligation, and without limiting any other remedies which it may have by reason of such default, cure the default, charge the cost thereof to Tenant and Tenant shall pay the same forthwith upon demand. If Landlord is required to commence a legal action to recover such sums from the Tenant, Landlord shall also have the right to recover all interest costs and attorney's fees in connection with such litigation.

12. **LANDLORD'S DEFAULT.** Landlord shall be in default hereunder if Landlord fails to perform any obligations hereunder and such failure shall continue for a period of thirty (30) days after Tenant has given Landlord written notice thereof, provided however, if the default cannot be reasonably cured within thirty (30) days, Landlord shall have such additional time as is reasonably necessary to cure said default, provided Landlord acts diligently towards curing the default. Upon a default, Tenant shall have all rights and remedies at law or in equity, and Tenant shall have the right to terminate as described in the Termination section.

13. **YIELDING POSSESSION AT END OF TERM: HOLDING OVER.**

- A. Tenant shall peaceably surrender and yield possession of the Premises to Landlord at the end of the Lease Term or earlier termination of the Tenant's right to occupy the Premises. Upon expiration or termination of the Lease Term, Tenant shall surrender to Landlord all keys to the Premises.
- B. After having obtained Landlord's prior express written consent to do so (which consent shall be in the discretion of Landlord), if Tenant holds possession of all or any part of the Premises after the expiration or termination of this Lease, Tenant will be a Tenant from month to month effective as of the date of such expiration or termination, at the same rate of Base Rent in effect for the Lease Year immediately prior to the expiration or termination of this Lease. Tenant will be bound by and obligated to abide by all of the provisions of this Agreement, subject to any conditions imposed by Landlord in consideration of having given its consent.
- C. If Tenant remains in possession of all or any portion of the Premises after the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises without the requisite consent of Landlord, at Landlord's

election, Landlord may take any action it deems appropriate to remove Tenant and its possessions from the Premises, and for so long as Landlord does not take such action Tenant will be a tenant at sufferance, subject to all the conditions, provisions and obligations of a Tenant under this Agreement, at the same rate of Base Rent in effect for the Lease Year immediately prior to the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises, pro-rated on a daily basis until Landlord regains possession of the Premises in the condition provided for in this Agreement. No holding over, even with the consent of the Landlord and payment of Rent, will extend the Lease Term. In addition to the Rent, Tenant will pay Landlord all damages incurred or suffered by Landlord arising from any delay in surrendering the Premises to Landlord in the condition provided for in this Agreement, including but not limited to those incurred as a result of Landlord being unable to provide possession of the Premises to a new Tenant of the Premises as provided in a separate lease agreement.

- D. Acceptance by Landlord of Rent after the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises shall not result in a renewal or reinstatement of the Lease Term.
- E. The foregoing provisions of this Section are in addition to and do not limit Landlord's right of re-entry or any other rights of Landlord stated elsewhere in this Agreement or provided by law.

14. **CONTINUANCE OF AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

15. **TENANT TO SURRENDER PREMISES IN GOOD CONDITION.** Upon the expiration or termination of the Lease Term, Tenant shall at its expense:

- A. Remove Tenant's goods and effects and those of all persons claiming through Tenant.
- B. Quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same were on the date the Lease Term commenced or were thereafter in place by Landlord, reasonable wear and tear accepted.
- C. After the expiration or termination of the Lease Term any property left in the Premises shall be deemed to have been abandoned and shall be deemed the property of Landlord to be disposed of as Landlord sees fit.

16. **LANDLORD'S RIGHT TO ENTER PREMISES.** Landlord, or its authorized agents or attorneys, may at any reasonable time upon prior notice, except in the event of an emergency (and without interfering with Tenant's use of the Premises) enter the Premises to inspect, make repairs and improvements and/or changes in the Premises or other

premises in Building as Landlord may deem proper. Landlord's reserved rights hereunder shall include, without limitation, free unhampered and unobstructed access to Building airways, equipment ducts, under floor heater ducts, stairways, access panels and all cleaning and utility services. There shall be no diminution of rent or injury to business caused by Landlord's exercise of the rights reserved by Landlord in this Section.

17. **LANDLORD'S CONSENT.** Where Landlord's consent is required herein, it shall not be unreasonably withheld, conditioned or delayed.

18. **RUBBISH AND DEBRIS.** No rubbish, trash, dirt, debris or objects of any kind shall be put outside or around Premises, by Landlord except within designated dumpsters. Tenant shall cause Tenant's employees, students, agents and invitees to comply with this Section.

19. **SEVERABILITY.** The provisions of this Lease are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.

**20. HAZARDOUS SUBSTANCES.**

A. Tenant does not and shall not use or permit the use of the Premises for any purpose relating to the storage and use of Hazardous Materials not connected to Tenant's mission as a public charter school. Except as pertinent to Tenant's mission as a public charter school, Tenant shall not, in any event, generate, manufacture, produce, release, discharge or dispose of on, in or under the Premises or the Building, or transport to or from the Premises, any Hazardous Materials, or allow any other person or entity to do so. Landlord represents and warrants that to its knowledge there are no Hazardous Materials in or about the Premises or the Building as of the Move-In Date.

B. Tenant shall comply with all local, state or federal laws, ordinances or regulations relating to Hazardous Materials and above ground and underground storage tanks on, in, under or about the Premises occurring for the first time after the Move-In Date.

C. Tenant shall promptly notify Landlord should Tenant receive notice of or otherwise become aware of any pending or threatened environmental regulatory action against Tenant, the Premises or the Building; claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material; or release or discharge or threatened release or discharge of any Hazardous Material in, on, under or about the Premises or the Building.

D. Tenant shall promptly deliver to Landlord copies of any documents relating to any governmental proceeding relating to Hazardous Materials and all engineering reports, test reports and laboratory analysis concerning the Hazardous Materials to Landlord.

- E. Tenant shall promptly and thoroughly investigate suspected Hazardous Materials contamination of the Premises or the Building or the ground water of the Building, resulting from Tenant's use of the Premises.
- F. Landlord shall have the right, at Tenant's expense, to require an annual audit of Tenant's operation on the Premises to ensure compliance with environmental laws and regulations and this Section, if Tenant's use is found to be in violation of applicable environmental laws or regulations. Upon receipt of written notice from Landlord, Tenant shall promptly correct any violations and/or deficiencies cited in the audit.
- G. If a default occurs under this Lease, Landlord, at Tenant's expense, shall have the right to cause to be conducted an investigation of the Premises for Hazardous Materials and Tenant shall forthwith remove, repair, clean up or detoxify any Hazardous Materials from the Premises, the Building, or ground water resulting from Tenant's use, to make the Premises comply with applicable law.
- H. Should Landlord obtain information related to the use of Hazardous Materials on the Premises, Tenant shall permit Landlord or its agents to inspect the Premises at any reasonable times and agree to fully cooperate with Landlord in determining compliance with this Section.
- I. "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or "pollutants" under any applicable federal or state laws or regulations.

21. **BROKERAGE.** There will not be a broker fee for either party.

22. **ESTOPPEL CERTIFICATE.** Tenant agrees that at any time and from time to time upon not less than five (5) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing which:

- A. Certifies that this Lease is unmodified and in full force and effect if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications.
- B. States the dates to which the rent and other charges hereunder have been paid by Tenant.
- C. States whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenants, agreements or conditions contained in this Lease and if so, specifying each such default of which Tenant may have knowledge.

D. Responds to such other matters as Landlord reasonably requests. Any such statement delivered pursuant hereto may be relied upon by any owner or prospective purchaser of the Property, any prospective mortgagee of the Property or Landlord's interest therein or any prospective assignee of any such mortgagee.

23. **WAIVER OF COVENANTS.** Failure of Landlord to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach in any of the terms, covenants and conditions of this Lease to be kept or performed by Tenant shall not be deemed a waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord.

24. **NOTICES.** Any notice or demand which, under the terms of this Lease or under any statute must or may be given or made by the parties hereto, shall be in writing, and may be given or made by personal delivery or mailing the same by registered mail, addressed to the other party at the address provided on the Effective Date. Either party, however, may designate in writing such new or other address to which such notice or demand shall hereafter be so given, made or mailed. Notices delivered by electronic mail are valid only if acknowledged by the person receiving the electronic mail, and if that person is the intended recipient of the notice.

25. **FORCE MAJEURE.** If Landlord or Tenant cannot perform any of their respective obligations under the terms of this Lease due to event(s) beyond their control, the time provided for performance of such obligations shall be extended by a period of time equal to the duration of such event(s). If either party to the Lease desires to invoke the provisions of this Paragraph, it shall provide written notice to the other party of the reasons for the delay and the invoking party shall use best reasonable efforts to mitigate the effects of such occurrence. As an alternative, the parties may mutually agree to cancel or amend this lease as a result of event(s) beyond their control. Event(s) beyond Landlord's or Tenant's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, or other casualty, shortages of labor and materials, weather conditions, government laws and regulation (new or amended), but shall in no event include defaults due to Landlord's or Tenant's failure to meet their respective monetary obligations hereunder.

26. **TIME.** It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease.

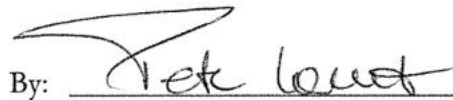
27. **ATTORNEY'S FEES.** If the Tenant defaults in the performance of any of the covenants of this Lease and by reason thereof the Landlord employs the services of an attorney to enforce performance of the covenants by the Tenant, to evict the Tenant, to collect moneys due from the Tenant, or to perform any service based upon said default, then in any of said events the Tenant does agree to pay a reasonable attorney's fee and all

expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord. In any proceeding brought by either Landlord or Tenant against the other relating to this Lease, a reasonable attorney's fee, costs and expenses shall be recovered in such proceeding by the successful party therein.

28. **REPRESENTATIONS.** This Lease, all exhibits, attachments and documents to be delivered in accordance with the terms of this Lease constitute the final agreement of the parties hereto and supersedes all negotiations, representations or agreements, whether written or oral, made prior to the execution hereof. Landlord makes no representations or warranties regarding the Premises or of Landlord's or Tenant's rights, obligations, or duties with respect thereto other than those expressly set forth in the foregoing described documents. By execution of this Lease, Tenant acknowledges that no representations or warranties have been made by Landlord (or Landlord's agents, representatives, or employees, or by anyone acting on behalf of Landlord or under contract with Landlord) upon which Tenant has relied in executing this Lease other than such representations or warranties that are expressly set forth in the documents described in this Paragraph.
29. **CAPTIONS.** The captions in this Lease are for convenience only and are not part of this Lease.
30. **LAWS AND JURISDICTION.** This Lease shall be construed according to the laws of the State of New Mexico. Any legal action filed by Landlord or Tenant to enforce the terms of this Lease shall be filed in the Second Judicial District Court of the State of New Mexico.
31. **QUIET ENJOYMENT.** Tenant, upon paying the Rent and upon observing and keeping all of the covenants, agreements and provisions of this Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Premises during the term of the Lease without hindrance or molestation.
32. **AMENDMENTS.** This Lease may be amended only by a writing executed by both parties hereto.

**IN WITNESS WHEREOF**, Landlord and Tenant respectfully have duly signed.

FOR THE LANDLORD. **Peter Lorenz, Solare Collegiate Foundation**

By:  \_\_\_\_\_

Peter Lorenz

Date:

FOR THE TENANT, **Solare Collegiate Charter School**

By: *Rachael Sowards*

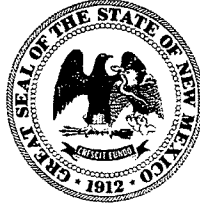
Rachael Sowards

Head Administrator

Date:



**State of New Mexico**  
**Public School Facilities Authority**



Johnathan Chamblin, Director

vacant, Deputy Director

1312 Basehart Road, SE, Suite 200  
Albuquerque, NM 87106  
(505) 843-6272 (Phone); (505) 843-9681 (Fax)  
Website: [www.nmpsfa.org](http://www.nmpsfa.org)

April 16, 2018

Ms. Rachael Sowards  
[rsewards@solarecollegiate.org](mailto:rsewards@solarecollegiate.org)  
Phone: 505-917-6442

**Re: Solare Collegiate Charter School 2019-2023 Facility Master Plan/ Educational Specification's Approval**

Dear Ms. Sowards:

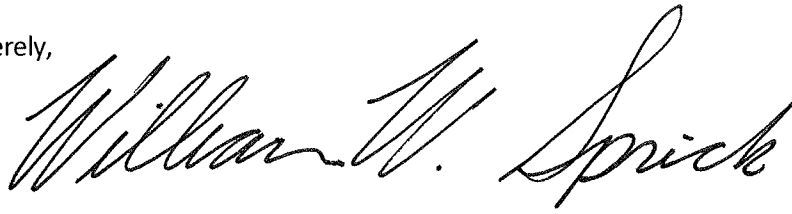
PSFA has received and reviewed the Facility Master Plan/Educational Specification's (FMP/ Ed Spec's) for the Solare Collegiate Charter School located in Albuquerque Public Schools District and are requesting to be a State Chartered Charter School. The FMP/Ed Spec's purpose is to guide you in the planning of and/or selection of a facility to ensure that it is adequate to accommodate your educational program and method of instruction. Based upon our review, PSFA is pleased to announce that the Plan meets our requirements. In accordance with House Bill 283, your next step is to submit your charter school application to the New Mexico Public Education Department (PED) and include your FMP/Ed Spec's document.

Through our review of the FMP/Ed Spec's, PSFA understands the following:

- Solare Collegiate Charter School did request to locate school in existing Albuquerque Public Schools facilities on April 2, 2018. APS responded on April 2, 2018 that there are currently no vacant, semi vacant, or anticipated to be vacant facilities owned by the district. However, there may be portable classrooms available to Solare Collegiate, contingent on availability of land and ability to move and install them with Solare Collegiate responsible for funding cost.
- Grades requested are 5th thru 8<sup>th</sup> grade.
- The school anticipates having a total enrollment of 416 students (cap).
- Proposed enrollment cap per grade will be 104 students.
- Proposed pupil teacher ratio (PTR); 26 students per teacher (26:1).
- 16 general classrooms required to support 416 students.
- Proposed 12, 384 gross square feet (gsf) of general classroom space needed to meet educational program.
- Proposed 13,150-13,500 gsf of support spaces to meet educational program; administrative office, food service, special education, physical education, enrichment classroom/multipurpose , janitorial, teacher workroom, and restrooms.
- Proposed support spaces, if possible could double in usage, such as a cafeteria space doubling as the physical educational space, which could reduce the gross square footage need for educational program.
- Proposed general classrooms range from 728 square feet (sf) to 912 sf each.
- You have reviewed our adequacy standards, planning guide and HB 283.

If you are a successful applicant, please remember to work closely with PSFA's Planning and Design team as you review potential facilities. You can reach us at (505) 468-0282.

Sincerely,

A handwritten signature in black ink that reads "William W. Sprick". The signature is written in a cursive, flowing style.

William W. Sprick, Facility Master Planner

cc: Jeremy Jerge, Regional Manager  
Martica Casias, Planning and Design Manager



# **Solare Collegiate Charter School**

2019-2023 Five Year Facilities Master  
Plan/Educational Specifications  
Summer 2018 Applicant Charter

Respectfully Submitted by  
Rachael Sowards  
April 20, 2018

## CHARTER SCHOOL OVERVIEW

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Solare Collegiate Charter School is a proposed grades five through eight charter school, applying for authorization through the Public Education Commission for the 2018 application cycle, anticipating an August 2019 opening. The enrollment cap for Solare Collegiate will be 416 students total.

The Founding Team of Solare Collegiate has read, reviewed, and understands the Statewide Adequacy Standards (NMAC 6.27.30) and the Charter-Alternative School Statewide Adequacy Standard Variance.

On Monday, April 2, 2018, a written request was made to Albuquerque Public Schools regarding vacant, semi-vacant, or anticipated to be vacant district-owned facilities in which Solare Collegiate could locate. The district responded on Monday, April 2, 2018 that there are currently no vacant, semi-vacant, or anticipated to be vacant facilities owned by the district. However, there may be portable classrooms available to Solare Collegiate, contingent on availability of land and the ability to move and install them, with Solare Collegiate taking responsibility for the cost. At this time, availability of these portables is not confirmed. Solare Collegiate has begun to seek out options for privately owned land and facilities that may be negotiated into a lease-purchase agreement in compliance with HB-283.

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ATTACHMENT A - Letter to Albuquerque Public Schools

ATTACHMENT B - Response from Albuquerque Public Schools

ATTACHMENT C - Concept Layout

## 1. GOALS / MISSION

### 1.1. Goals

- 1.1.1. **Mission:** Through academic rigor, individualized supports, and character development, Solare Collegiate Charter School will equip students in grades five through eight with the skills necessary to excel in the high schools and colleges of their choice.
- 1.1.2. **Educational Philosophy:** At Solare Collegiate Charter School, our school sits on the core beliefs that 1) literacy is foundational, 2) instruction is rigorous, 3) character is critical, 4) data drives decisions, 5) structure supports learning, and 6) voice strengthens identity. Through academic rigor, individualized supports, and character development, we propose a fifth through eighth grade charter school that will equip students with the academic and personal skills to excel in the high schools and colleges of their choice. We believe that southwest Albuquerque demonstrates a significant and measurable need for a middle school that will support students in the attainment of skills that will prepare them for the high schools and colleges of their choice.

#### **Literacy is Foundational**

At Solare Collegiate Charter School, we believe that literacy is the foundational skill set for all acquisition of academic content. According to Robert Balfanz, for students in high-poverty environments, middle school is the point at which students are “either launched on the path to high school graduation or knocked off track.” He argues that reading proficiency in middle school is the most reliable way to ensure graduation from high school.<sup>1</sup> For our students to thrive in academic environments from fifth grade through higher education, as well as to continue to be a life-long learners and active participants in the world, their literacy foundation needs to be strong. Solare Collegiate is dedicated to ensuring that students complete eighth grade on grade level in reading and writing—preparing them to thrive in high school, as well as at the colleges of their choosing.

#### **Instruction is Rigorous**

We believe that our students can achieve excellence in all they set out to do. However, excellence is not an accident—rigor of instruction is developed in a strategic and thoughtful way at Solare Collegiate. Our students will have the power of choice, regarding their high school and college seats, and for that to happen, we must ensure that our students are completing work that is

<sup>1</sup> Balfanz, Robert. “Putting Middle Grade Students on the Graduation Path: A Policy and Practice Brief.” Association For Middle Level Education. June 2009. [https://www.amle.org/portals/0/pdf/articles/Policy\\_Brief\\_Balfanz.pdf](https://www.amle.org/portals/0/pdf/articles/Policy_Brief_Balfanz.pdf).

academically rigorous, on par with the work being done at the more affluent public and private schools in Albuquerque and nationally.

### **Character is Critical**

At Solare Collegiate, we strive to create a school culture that values literacy, not only as a functional skill, but as a defining trait of who Solare Collegiate students are. We also strive to create a culture of student voice. We believe a student is more than the grades they receive each quarter. As a result, we hold students accountable to actions and habits that uphold the core values of our school: **Perseverance, Professionalism, Integrity, Community, and Kindness**. We believe character education is a means by which students learn to achieve their goals.<sup>2</sup>

### **Data Drives Decisions**

At Solare Collegiate we are maniacally data driven. To get our students to the high schools and colleges of their choice, we believe we need to collect and analyze data daily, weekly, per unit, quarterly, and yearly. We believe with purposeful analysis of student academic performance, we can fulfill our mission of preparing our students to attend the high schools and colleges of their choice. After a six-week cycle, students take an Interim Assessment in each academic course, and their reading level is tested using STAR Reading assessment. Teachers then meet for a full professional development day, during which they will analyze student performance on the Interim Assessments, including performance trends and performance outliers. From the data collected from the Interim Assessments, teacher will develop new goals and plans of action, to ensure that students are showing continued growth towards mastery of the grade level concepts, as well as developing the skills that will enable them to be successful in the high schools and colleges of their choice.

### **Structure Supports Learning**

Students perform best when the expectations are clear and consistent. At Solare Collegiate, we believe creating systems of organization and behavior, which maximizes efficiency and dedicates more time to instruction. The more time dedicated to high level teaching and learning, the more prepared our students are to attend the high schools and colleges of their choice. At Solare Collegiate, there will be a specific way to walk into the building, transition from room to room, complete homework and classroom, work in groups, and how to behave at lunch and recess. Expectations for student behavior will be clearly outlined and demonstrated to the students during new student orientation, giving students and parents a clear picture of the school-wide expectations. Behavioral

<sup>2</sup> Tough, Paul. *How Children Succeed: Grit, Curiosity, and the Hidden Power of Character*. New York: Houghton Mifflin. 2012



expectations will be scaffolded to ensure that the expectations are developmentally appropriate, preparing the students to attend high school and college with the “soft skills” necessary for success. High expectations for students, academically and behaviorally, are a strong indicator of success for students coming from high poverty communities.<sup>3</sup>

### **Voice Strengthens Identity**

At Solare Collegiate, we value and want to support the development of student voice, and we will incorporate that into our instructional practice. We place an increased priority on the development of oral literacy skills, as well as the putting the majority of the intellectual heavy lifting on the students. Additionally, we will emphasize the role that student identity plays in the development of student voice.

## **1.2. Process**

### **1.2.1. Describe process for data gathering and analysis**

- Identify individual representing the school authorized as contact on issues and questions related to this submission

Rachael Swards, the Lead Founder and proposed Head Administrator of Solare Collegiate is the authorized individual to contact for issues or questions related to this submission. She can be reached by phone, email, or by mail. Her contact information is as follows:

Rachael Swards  
505-917-6442  
[rswards@solarecollegiate.org](mailto:rswards@solarecollegiate.org)  
1623 La Vega Dr SW  
Albuquerque, NM 87105

- Identify process for capital planning and decision-making

Upon authorization, the Solare Collegiate Governing Board will take on the responsibility for the capital planning and the decision-making, on behalf of the school. During the 2018-2019 implementation year, the Governing Board will establish a Facilities Task Force, which will lead the search for potential facilities for Solare Collegiate. The Facilities Task Force will present potential facility options to the Finance Committee of the Governing Board, as well as make recommendations to the full Governing Board for the acquisition of the facility.

<sup>3</sup> Lemov, Doug. (2015). *Teach Like a Champion 2.0*. San Francisco, CA: Jossey-Bass.

- Identify how community input is considered

Solare Collegiate’s design and innovative components are deeply embedded in our target community of the 87121 zip code. Members of our Founding Team have deeply engaged with our community, attending over 75 individual meetings with professionals in Albuquerque, many of whom are deeply invested in the vitality of our targeted community. Additionally, members of the Solare Collegiate Founding Team have met with Bernalillo County Commissioner Steve Quezada, Albuquerque City Councilor Klarissa Pena, and the Mayor’s Office’s Director of Constituent Services, Alan Armijo, each of whom have written letters of support for Solare Collegiate’s charter application. The Solare Collegiate Founding Team has attended events, presented at community meetings, and engaged with the community through organizations including the South Valley Economic Development Center, TAZA, ACCESS New Mexico, Excellent Schools New Mexico, Impact and Coffee, the Atrisco Heritage Foundation, the Rio Grande Educational Cooperation, The National Hispanic Cultural Center, and the Instituto Cervantes. Additionally, our team has engaged with and presented at the Alamosa Neighborhood Association and the Southwest Alliance of Neighborhoods. Solare Collegiate has also reached out to the community through tabling events at community events.

Solare Collegiate has researched several facilities options suggested by 87121 community members, and we will continue to seek community input and insight after authorization, as we are finalizing our facilities plans.

- Describe the nature of Steering Committee involvement

The Solare Collegiate Governing Board will develop a Facilities Task Force, also known as the Steering Committee, to guide the process of acquiring a facility for our school. The Facilities Task Force will meet regularly, in order to research and assess facilities options, as well as to review the next steps needed to search and prepare our facility for occupation. During each Governing Board Meeting, the Facilities Task Force will provide the Board with an update on the facilities options. **Figure 1** outlines the proposed members of the Facilities Task Force.

**Figure 1- Solare Collegiate Proposed Facilities Task Force**

Name	Role
Veronica Gonzales Zamora	Board Chair
Subramanian Iyer	Finance Committee Chair
Debbie Dupes	Community Advisor

Peter Lorenz	Board Member
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### 1.3. Serving the Community

Solare Collegiate Charter School prides itself on being a school that is highly reflective of the community it is proposing to serve. This is demonstrated by the innovative components of our school, our Heritage Spanish language program and our New Mexico Culture enrichment course, which were added to our instructional design after receiving feedback from the community. We envision the Solare Collegiate facility being a space that not only allows us to fulfill our mission of preparing our students to excel at the high schools and colleges of their choice, as well as be a space for building a strong community for the families of our students and the families in the communities around us. The future facility of Solare Collegiate will host our monthly Governing Board meetings, monthly Advisory Council, monthly “cafacitos” with the principal, monthly “Family Universities,” as well as other family and community events to engage the community with the happenings at Solare Collegiate. In addition, Solare Collegiate is in the process of solidifying community connections with organizations that support our community, including the Insitituto Cervantes, ACCESS NM, and the Hispano Chamber of Commerce, among others.

## 2. PROJECTED CONDITIONS

### 2.1. Programs and Delivery Methods

#### 2.1.1. Programs overview

- Overview of Proposed Educational Programs and Facilities (if applicable)

Solare Collegiate Charter School is a proposed grades 5-8 middle school, with a focus on college preparatory education. Our school is established on the belief that rigorous academics, individualized supports, and character development will equip our students to excel at the high schools and colleges of their choice. Our educational program includes 130 minutes of traditional literacy instruction, 100 minutes of math instruction, science, social studies, and physical education. Additionally, Solare Collegiate includes a Heritage Spanish language program, incorporating speaking, listening, reading, and writing skills in Spanish, and a New Mexico Culture enrichment course.

Our proposed facility needs are similar to that of a traditional middle school, but at a smaller scale. Our maximum enrollment tops out at 416 students, but we will utilize a slow growth model, beginning with 156 students. Our facility square footage needs will start off smaller in our initial years, growing until Year 5, our first year at full capacity.

We have been working with Debbie Dupes at CBRE to search for potential facilities in our target community. Through this work, we have identified several facilities as possibilities for Solare Collegiate, including a space at the Rio Grande Distribution Center

at 530 Airport Drive NW, Albuquerque, New Mexico, 87121. For the purposes of the Facilities Master Plan, we will write to using this specific facility.

- Potential Joint Use Facilities

Solare Collegiate is open to using a single occupant or joint use facility. Our current prospective locations include a single occupant location as well as joint use facilities. The most pertinent need for a potential facility is the ability to grow from approximately 11,700 square feet of space in Year 1 to 25,884 square feet at full capacity in Year 5. Ideally, our potential facility will have a secure outdoor space for recess and physical education use.

Additionally, we intend to partner with an after school program provider, in order to offer our students and their families for additional learning and extracurricular opportunities. The after school programming provider will use our facility to host the programming.

- Proposed Instructional Program

Solare Collegiate Charter School's mission includes rigorous academics and individualized supports, in order to prepare students to excel at the high schools and colleges of their choice. To achieve that goal, our instructional program includes alignment to the New Mexico Common Core State Standards, the New Mexico Standards, and the newly adopted Next Generation Science Standards. Our instructional delivery will balance high quality instruction of rigorous grade-level work with supporting student skill gaps with remediation and a focus on foundational content.

At Solare Collegiate, we believe that literacy is foundational. For that reason, each of our classes are taught from the lens of literacy. Each day, our students will have two 50 minute blocks of literacy, one block a traditional English/Language Arts class and the second a Textual Analysis block, dedicated to an intensive focus on Common Core State Standard 1 (Citing Textual Evidence), annotation skills, and oral literacy. Both the Social Studies and Science block will apply the skills taught in the Textual Analysis block. Additionally, both math blocks will include written and oral literacy components, including a dedicated reading aloud during the Foundational Math block, displaying how math plays out in literature. Additionally, students have a daily 30 minute independent reading block, where students read books of their choice, at their independent reading level.

Students will receive 100 minutes of math instruction each day, through two distinct 50 minute blocks. The first block will focus on foundational math skills, including mental

math, basic skills, and math in literature. The second block is a Conceptual Math class, aligned to the rigorous grade level New Mexico Common Core State Standards.

Finally, Solare Collegiate is proposing physical education, heritage Spanish, and New Mexico Culture enrichment blocks to provide our students with a well rounded, rigorous education.

- Instructional Organization (grade levels, groups, academies)

Solare Collegiate is proposing a grades 5-8 middle school, with a total enrollment of 416 students. Each grade level will consist of 104 students, divided into four cohorts of 26 students. Utilizing a slow-growth model, we will begin with a class of 52 fifth graders (2 cohorts) and 104 sixth graders, adding a class of 104 fifth graders each year. The fifth and sixth grade will be considered the Lower Academy, with an intensive focus on intervention and closing academic gaps. The seventh and eighth grades will be considered the Upper Academy, with a purposeful focus on high school and college preparation. The fifth grade will follow a traditional middle school model, including teacher specialization.

- Alternative Methods of Educational Program Delivery

Solare Collegiate is a proposed middle school, with an atypical starting point, fifth grade as opposed to the traditional sixth grade start. We are proposing this atypical starting point, because we believe we need more time with our students, in order to make transformational academic growth to which we committed in our charter application. In addition, our middle school students will not switch classes each period. Instead, our teachers will move from classroom to classroom. This will increase the amount of instructional time each day, as well as give students a sense of ownership of the classroom space. We also believe that this will reduce the opportunities for bullying, which often happens during unstructured transition periods.

- Scheduling Approach (periods, block schedule)

Solare Collegiate is proposing an extended day and extended school year schedule. The doors of Solare Collegiate will open at 7:20am for breakfast, with the formal school day beginning at 7:40am. The school day will conclude at 4:15 on Monday through Thursday, and at 2pm on Friday. The early dismissal on Friday gives Solare Collegiate staff an opportunity for regular professional development. Our students will remain in their classroom all day, with the exception of enrichment classes. The teachers will transition from room-to-room, in order to maximize instructional time, as well as giving students a sense of ownership of the classroom space.

Our schedule is made up of eight 50 minute blocks, including the core content area classes, a 30 minute independent reading block, a 20 minute AM Advisory period and a 15 minute PM Advisory period. Additionally, students have 30 minutes for lunch and an optional 20 minutes for breakfast.

- Anticipated Special Curricular and Extracurricular Activities

Solare Collegiate Charter School plans to include Physical Education, Heritage Spanish, and New Mexico Culture enrichment classes. In our facility plan, we need to ensure that there is space, ideally both indoor and outdoor space, for the Physical Education enrichment. The latter two enrichments can be conducted in the regular education classrooms. However, the vision for our fully developed facility includes a multipurpose space for enrichment. Each Friday, Solare Collegiate will gather as a school for a Community Meeting, where student successes are celebrated, as well as maintaining whole school culture building. The Community Meeting necessitates a space large enough to house our students.

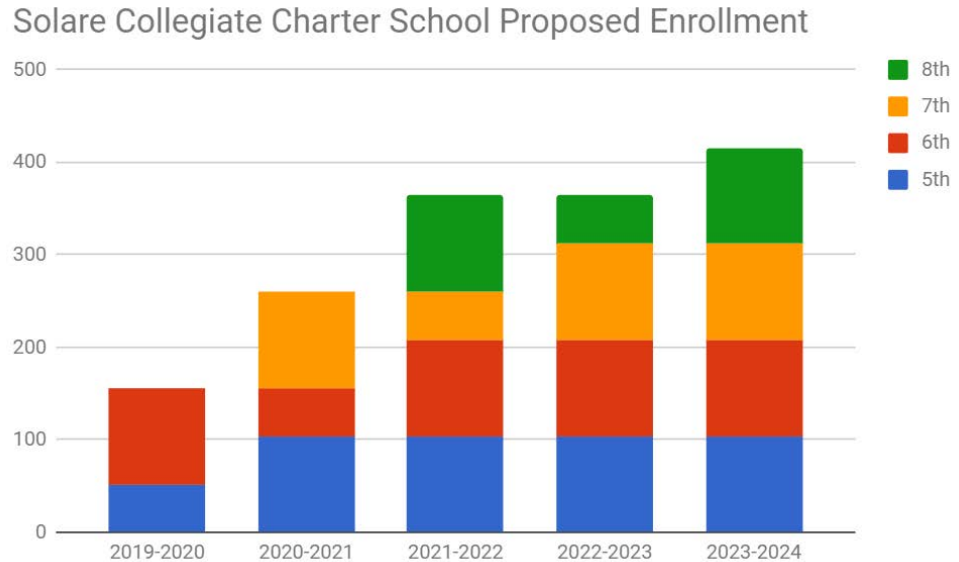
## **2.2. Proposed Enrollment**

### **2.2.1. Plans for Phased Enrollment**

- Provide a graph of projected enrollment cap, if incremental

Solare Collegiate Charter School is proposing a maximum enrollment of 416 students. In Year 1, we intend to open with 156 students, and then use a slow grow model, adding 104 fifth graders each year, until reaching maximum enrollment in Year 5. Because of our atypical starting point of fifth grade, we are proposing a smaller group of fifth graders during our founding year. We believe in following years, Solare Collegiate will develop a strong reputation, making recruitment of fifth graders less challenging. The enrollment cap per grade will be 104 students.

**Figure 2- Solare Collegiate Enrollment Graph**



- Five-Year Post Occupancy Projection of Attendance by Grade Level

**Figure 3- Enrollment Plan**

	Year 1	Year 2	Year 3	Year 4	Year 5
5th Graders	52	104	104	104	104
6th Graders	104	52	104	104	104
7th Graders		104	52	104	104
8th Graders			104	52	104
<b>Total Students</b>	156	260	364	364	416
<b>Student/Teacher Ratio</b>	15:1	16:1	16:1	16:1	16:1

**2.2.2. Classroom Loading Policy**

- Anticipated Class Loading Policy (student teacher ratio)

Solare Collegiate Charter School intends to have 26 students per classroom in each of the four grades. Each grade level will have four cohorts of 26 students, totaling 104 students per grade level. With our staffing model, the student to teacher ratio will be 16 students to every one teacher.

**2.2.3. Classroom Needs**

- Classroom Needs

Based on our targeted enrollment, we will need six general classrooms in Year 1 and grow to needing 16 classrooms in Year 5 at full capacity. In order to meet the requirements of NMAC 6.27.30.13, we will need classrooms that are at least 832 square feet for our fifth grade classrooms, and at least 728 square feet for the grades six through eight classrooms. Additionally, each classroom will have at least 52 square feet of storage space. Per NMAC 6.27.30.14, classrooms that are used for science instruction in seventh and eighth grade need to be at least as large as the general classroom requirements, with the required science fixtures and equipment, as well as at least 80 square feet for a secured, well-ventilated storage and prep space. The 80 square feet of storage and prep space can be shared between classrooms. As we intend to have our students remain in the same classroom all day, all of our seventh and eighth grade classrooms will be equipped with the required science fixtures and equipment.

**Figure 4- Total Classroom Square Footage Needs By School Year**

School Year and Grade Levels	# of Classrooms Total	Square Footage Per Classroom	Classroom Square Footage Total Needed
2019-2020 5th & 6th grade	6	(2) 5th: 832 sq. ft. (4) 6th: 728 sq. ft.	4,576 sq. ft.
2020-2021 5th-7th grade	10	(4) 5th: 832 sq. ft. (6) 6th-7th: 728 sq. ft. (2) Prep: 80 sq. ft.	7,856 sq. ft.
2021-2022 5th-8th grade	14	(4) 5th: 832 sq. ft. (10) 6th-8th: 728 sq. ft. (4) Prep: 80 sq. ft.	10,928 sq. ft.
2022-2023 5th-8th grade	14	(4) 5th: 832 sq. ft. (10) 6th-8th: 728 sq. ft. (4) Prep: 80 sq. ft.	10,928 sq. ft.
2023-2024 5th-8th grade	16	(4) 5th: 832 sq. ft. (12) 6th-8th: 728 sq. ft. (4) Prep: 80 sq. ft.	12,384 sq. ft.

- Other Spaces

In addition to the classroom spaces, Solare Collegiate Charter School will need additional space in the facility to support the mission of the school. The additional spaces include administrative office, food service, special education, physical education space, an enrichment classroom/multipurpose space, janitorial space, teacher



workroom, and restrooms. Depending on the facility, it is possible that spaces could double in usage, such as a cafeteria space doubling as the physical education space. Outlined in **Figure 5** are our additional space needs. The square footage requirements are informed by NMAC 6.27.30.

**Figure 5- Additional Spaces and Square Footage Needs**

Additional Spaces	Approximate Square Footage Needs
Administrative Offices	1000 sq. ft.
Cafeteria	2,100 sq. ft.
Serving Kitchen	200-250 sq. ft.
Special Education Room	450-750 sq. ft.
Physical Education Space	5,200 sq. ft.
Enrichment & Multipurpose	1000 sq. ft.
Janitorial Space	500 sq. ft.
Teachers Workspace	1,500
Restrooms	1,200 sq. ft.
<b>Additional Spaces Total Sq. Ft.</b>	<b>13,150-13,500 sq. ft.</b>

In Year 5, the point at which we hit full capacity, Solare Collegiate estimates we will need between 25,534-25,884 square feet of facility space. This number includes the minimum numbers of square footage needed for classroom space, as well as the additional space outlined above.

**2.3. Site and Facilities (if applicable)**

**2.3.1. Location/Site**

- Location

Solare Collegiate has inquired about the availability of publicly owned facilities. Albuquerque Public Schools responded, indicating that they do not currently have, nor do they anticipate any in the future, vacant district facilities in our targeted community. We also reached out to Bernalillo County and the City of Albuquerque, but we have not received a response to our request. As such, we have begun to review privately owned facilities and land. Presented in this document is one of the options we are currently reviewing.

Address: 530 Airport Drive NW, Albuquerque, New Mexico, 87121

The facility is located in our target zip code, on Airport Drive NW, just a couple miles south of I-40.

**Figure 6- Map of Prospective Location**



- Description of Sites and Facilities

The 530 Airport Drive NW facility is a manufacturing and distribution space that is a part of the larger Rio Grande Distribution Center. It has 37,940 square feet of space available for lease, which would support our needs through full capacity. Because the location is currently a manufacturing and distribution space, the facility does not currently have spaces divided into classroom-like spaces. The open spaces provides us with the opportunity to design the classroom spaces to meet our needs and to the specifications outlined by NMAC 6.27.30. We anticipate the space needing significant renovations to meet facility requirements and the needs of our school.

- Reasons for Desired Area

Solare Collegiate selected the 87121 zip code as our targeted community after a review of the current academic performance of schools across Albuquerque and the availability of charter schools in those communities. In the 87121 zip code, only 6% of eighth graders leave middle school proficient in math, and only 11% of the eighth graders leave middle school proficient in English/Language Arts. Additionally, the zip code has three charter schools, each of them catering to students who are identified as “at-risk.” There is not a college preparatory focused charter school for middle school students in 87121 currently. Each of these reasons made 87121 our target zip code for location, as well as

the target for our student recruitment efforts. If authorized, as a state charter school, any student in the state of New Mexico has the right to participate in our school lottery, but our targeted recruitment will be focused on the 87121 zip code, as an area of great need.

**Figure 7- Image of Prospective Location**



Link to Listing: <http://www.loopnet.com/Listing/530-Airport-Dr-NW-Albuquerque-NM/11280898/>

**Figure 8- Listing for Prospective Location**

## Rio Grande Distribution Center

530 AIRPORT DR. NW, ALBUQUERQUE, NM

Accelerating success.



### Lease Details

Available Space:	37,940 SF
Land Size:	7.13 ACRES
Lease Rate:	See Agent
Lease Type:	NNN
Zoning:	IP

### Location

The Rio Grande Distribution Center is located 1 mile south of Interstate 40 and 7 miles from Interstate 25. The property is located in the Meridian Business Park, a 140 acre Class A Industrial Park. The property is ideal for manufacturing and distributing.

### Building Amenities

- > Concrete tilt wall construction
- > ESFR (Early Suppression, Fast Response) Fire System Protection with 10' line
- > Large 180' truck court with 60' concrete apron
- > 28' ceiling clear height
- > Column Spacing 40' X 55'
- > 6" reinforced concrete slab, rated at 4,000 psi
- > 1.15/1,000 Parking Ratio

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Figure 9- Floor Plan of Prospective Location

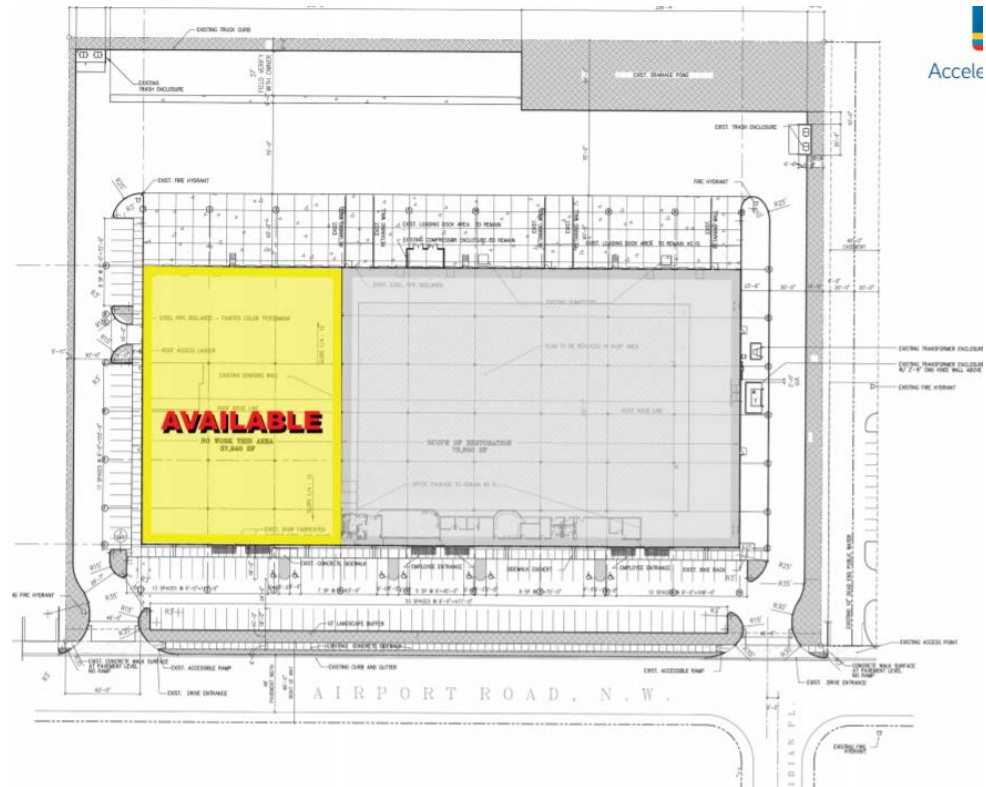
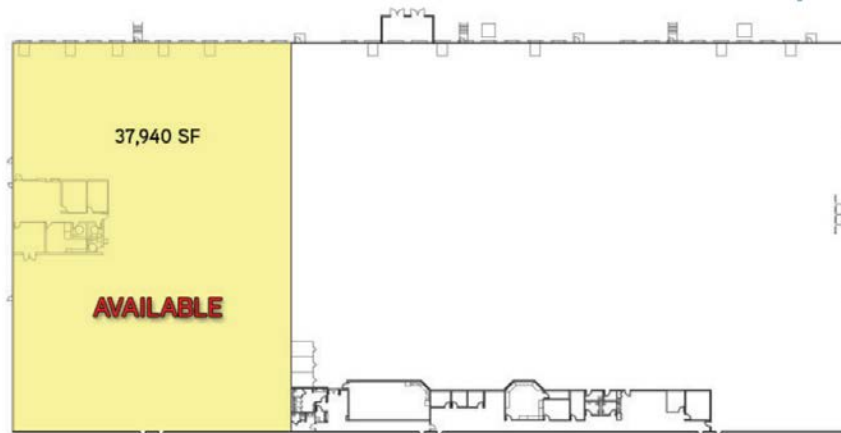


Figure 10- Floor Plan of Prospective Location



2.3.2. Facility Evaluation (If applicable)

- Summary of the Facility Condition Evaluation (FAD Executive Summary Report)

The 530 Airport Drive NW facility includes 37,940 square feet of available space and is a part of the Rio Grande Distribution Center. This facility has enough space for us to grow into at full capacity. Because the space has not previously been used for school occupancy, we recognize that the space will likely need updates in the plumbing and electrical, in order to be deemed acceptable for student occupancy. Additionally, as the

space is currently intended for manufacturing and distribution, the owner will need to take on significant renovations, including internal walls and bathrooms.

The facility has not yet been evaluated by the PSFA for code and adequacy. After authorization, we will continue to research this and other available facilities in the 87121 zip code, so we are able to identify the top choice for PSFA to evaluate for code and adequacy.

#### **2.4. Utilization Analysis (if applicable)**

At this point, the PSFA has not evaluated the facility outlined in this Master Plan for code, adequacy or special factors for facility use.

#### **2.5. Facility Maintenance (if applicable)**

At this point, the PSFA has not evaluated the facility outlined in this Master Plan for code, adequacy or special factors for facility use.

### **3. PROPOSED FACILITY REQUIREMENTS (Ed Spec)**

#### **3.1. Facility Goals and Concepts**

##### **3.1.1. Goals to be Met by School Facility**

The goal of our proposed facility is to be a location that can support the fulfillment of the Solare Collegiate mission--preparing students to excel in the high schools and colleges of their choice. More specifically, we need a facility that will fulfill the general education classroom, special education space, enrichment classrooms, and common area needs in order to provide our students with the rigorous academics, individualized supports, and character development to fulfill the mission of our school. Overall, our facility needs are similar to that of a traditional district school. We need a space that is safe for students and staff, while also supporting the goals of our academic programming.

For our general education classrooms, we need a space that will accommodate whole class and small group lessons, as well as space for alternative seating. Whole class lessons will be conducted at tables or desks, while small group instruction will be conducted at a horseshoe table. Additionally, our general education classrooms will need to accommodate classroom library space. Both 7th and 8th grade classrooms will be equipped with the required equipment for science instruction.

Solare Collegiate will utilize a slow growth model-- in Year 1, we will have 156 students and hitting capacity at 416 students in Year 5. This makes out needs for a facility a slow

growing need as well. Ideally, we will locate in a facility that allows us to grow based on our need, developing a full capacity plan and building out the space from year to year. Solare Collegiate will find a building that is in compliance with NMSA 22-8B-4.2 (“Charter School Facilities; standards”) and HB-283. This includes finding a building that meets all mandates for building ownership, lease-purchase arrangement approvals, statewide adequacy standards, private owner financial responsibility, private owner responsibility to meet adequacy standards, and fulfill the requirements related to the availability and adequacy of public buildings.

### 3.1.2. Concepts

- Safety and Security

Solare Collegiate is dedicated to providing a safe and secure space for our students and our staff. That includes the purposeful organization to space usage outside the physical building, ensuring safe and efficient drop-off procedures for our families. Our facility will utilize a doorbell and buzzer system, keeping our exterior entrances secured at all times. Additionally, each classroom will include a secure, lockable door. Our facility will adhere to all fire and safety codes, including an adequate fire alarm and sprinkler system. Our facility will have clearly identified spaces, indoors and out, for emergencies. Finally, our school will be accessible to all individuals with disabilities, per the 2002 Americans with Disabilities Act.

- Sustainability

Solare Collegiate strives to meet the needs of our students while also being environmentally conscious, with a focus on sustainability. This includes a purposeful use of resources within our building, utilizing natural lighting as much as possible, purchasing more efficient lighting, as well as encouraging our students to use reusable water bottles.

- Flexibility

Solare Collegiate intends to use all spaces for multiple purposes. Classrooms and common spaces will be used for instruction daily, including for whole class and small group instruction. Special education services will be provided in the general education classroom, in the dedicated special education classroom space, as well as in the multipurpose and common spaces. Our teacher workspace will serve as a traditional workspace for classroom preparation, but also as an office space for intellectual work, encouraging teachers to collaborate.

- Community Use

Solare Collegiate will host monthly events to encourage our families and communities to get to know Solare Collegiate. This includes more informal cafacitos with the Principal during the school day, as well as the more formally organized Family University, focused on providing Solare Collegiate families with support in understanding our school systems, preparing for high school and college attendance, and other needs of our families. As we establish ourselves in the 87121 community, we hope to have other opportunities to engage with our community in a meaningful way, making Solare Collegiate a community pulse point.

- Utilities

The utilities needs of Solare Collegiate will be similar to that of a district school. The facility will need appropriate HVAC systems, updated lighting and electrical capacity, and adequate plumbing and restroom facilities for students and staff. Students and staff will also need access to water fountains. Our cafeteria space will need plumbing and electrical capacity that can support a prep sink, warming station, and commercial grade refrigerator.

- Conceptual Building Layout

Each of our classrooms and supporting spaces must meet the requirements outlined in NMAC 6.27.30 and by the PSFA. As such, each of our classrooms will, at minimum be 728 (6th-8th grade) to 824 (5th grade) square feet. Additionally, all supporting spaces will meet the minimum requirements outlined in NMAC 6.27.30. Our concept map can be found as **Attachment C**.

## 4. CAPITAL PLAN

### 4.1. Total Capital Needs

The Solare Collegiate Founding Board is in the planning stages for a robust development and fundraising plan, in order to support the August 2019 opening of the school and the acquisition of a facility. Upon authorization by the Public Education Commission, the Solare Collegiate Governing Board will actively seek out a suitable facility, as well as develop a plan for capital projects and the purchase of necessary equipment. The Governing Board of Solare Collegiate has begun working with CBRE and development fund organizations, in order to discuss financing options.

## 5. MASTER PLAN SUPPORT MATERIAL

### 5.1. Sites and Facilities Data Table (if applicable)

Solare Collegiate is still in the process of researching facilities options, and we will complete the table outlined below after authorization and the selection of a facility.

<b>Name of facility (if applicable)</b>	
<b>State identification number</b>	
<b>State identification number</b>	
<b>Physical address</b>	
<b>Date of opening</b>	
<b>Dates of major additions and renovations</b>	
<b>Facility Condition Index (FCI) N.M. Facility Condition Index (NMCI)</b>	
<b>Site owned or leased</b>	
<b>Total building area gross sq/ ft.</b>	
<b>Site acreage</b>	
<b>Total number of permanent general classrooms</b>	
<b>Total number of permanent specialty classrooms</b>	
<b>Total number of portable classrooms</b>	
<b>Total number of classrooms</b>	
<b>Percentage of portable classrooms compared to total number of permanent classrooms</b>	



Total enrollment current year (40th day count), if available	
Number of gross sq. ft per student per school facility	

**5.2. Site Plan (if applicable)**

The scaled site plan will be added to this Master Facilities Plan following confirmation of our school facility.

**5.3. Floor Plan (if applicable)**

The scaled floor plan will be added to this Master Facility Plan following confirmation of our school facility.

**5.4. Not Applicable Per Checklist**

**5.5. Not Applicable Per Checklist**

**5.6. Not Applicable Per Checklist**

**5.7. Not Applicable Per Checklist**

**5.8. Detailed Space and Room Requirements (Ed Spec) if applicable**

**5.8.1. Technology and Communications Criteria**

Solare Collegiate will require network and wireless internet access throughout the school building, including in the administrative offices, general education classrooms, special education classrooms, enrichment classrooms, and common spaces. The network will need to accommodate high-capacity, regular use, particularly during our assessment periods. Additionally, a telephone system is needed for communication between classroom and administrative spaces, as well as for communication outside the school building. Additionally, the administrative offices will be equipped with high capacity copy machines and printers for teachers and administrative staff usage.

**5.8.2. Power Criteria**

Solare Collegiate will require outlets and power sources that can accommodate the technology rich environment of our school and our 2:1 chromebook program. Electrical power sources should be to current code. All classroom, office, and common spaces should have adequate electrical outlets, to meet the needs of the students and staff (including powering of laptops, projectors, document cameras, and other instructional technology).

**5.8.3. Lighting and Day Lighting Criteria**

Solare Collegiate intends to utilize natural lighting as much as is possible during the school day to supplement the interior lighting. Ideally, the interior lighting will be flexible, in order to accommodate the different instructional needs occurring during the school day. Per State Adequacy Standards, a level of at least 50 foot candles of well-distributed light at classroom work surfaces is required.

**5.8.4. Classroom Acoustics Criteria**

Solare Collegiate needs each general classroom to maintain a background noise level of less than 55 decibels, with the level of sound measured from the center of the classroom to be in compliance with the State Adequacy Standards. As we are designing our facility interior space, the placement of windows, doorways, and the HVAC systems will be taken into consideration, if at all possible, to ensure acoustics are at the most desirable levels.

**5.8.5. Furnishing and Equipment Criteria**

Each general education classroom should be equipped to support 26 students, including at least 26 individual student work spaces. Additionally, each classroom should be equipped with a small group workspace, preferably a horseshoe style table and chairs. Each classroom space should have a projector, dedicated classroom library space, and a digital presenter, as well a dedicated space for classroom and teacher supplies.

**5.8.6. Criteria sheets**

5th Grade Classrooms	
<b>Quantity of Spaces Required</b>	4
<b>Square Footage Per Space</b>	At least 832 square feet
<b>Communications</b>	Telephone lines, network and wireless internet
<b>Flooring</b>	Laminate tile
<b>Power &amp; Technology</b>	Duplex power outlets, enough to meet the needs of a technology infused classroom
<b>Equipment</b>	Large mounted whiteboard, ceiling mountable projector, digital presenter, projection screen, bulletin board

<b>Furnishings</b>	26 student desks, 26 chairs, horseshoe table with 9 chairs, large area rug, 2 teacher chairs, 2 large bookshelves
<b>Other</b>	2 containers for trash and recyclables

<b>6th-8th Grade Classrooms</b>	
<b>Quantity of Spaces Required</b>	12
<b>Square Footage Per Space</b>	At least 728 square feet
<b>Communications</b>	Telephone lines, network and wireless internet
<b>Flooring</b>	Laminate tile
<b>Power &amp; Technology</b>	Duplex power outlets, enough to meet the needs of a technology infused classroom
<b>Equipment</b>	Large mounted whiteboard, ceiling mountable projector, digital presenter, projection screen, bulletin board
<b>Furnishings</b>	26 student desks, 26 chairs, horseshoe table with 9 chairs, large area rug, 2 teacher chairs, 2 large bookshelves
<b>Other</b>	2 containers for trash and recyclables

<b>Science Prep Room</b>	
<b>Quantity of Spaces Required</b>	4
<b>Square Footage Per Space</b>	At least 80 square feet
<b>Communications</b>	Telephone lines, network and wireless internet
<b>Flooring</b>	Laminate tile
<b>Power &amp; Technology</b>	Duplex power outlets
<b>Equipment</b>	Ventilation, grade appropriate equipment and materials

<b>Furnishings</b>	Open shelves, secured, locked cabinets,
<b>Other</b>	2 containers for trash and recyclables

<b>Administrative Offices</b>	
<b>Quantity of Spaces Required</b>	1 (with 3 private offices)
<b>Square Footage Per Space</b>	1000 square feet
<b>Communications</b>	Telephone lines, network and wireless internet
<b>Flooring</b>	Carpet
<b>Power &amp; Technology</b>	Duplex power outlets adequate to support high volume copiers and printers
<b>Equipment</b>	High volume copiers and printers
<b>Furnishings</b>	Front reception desk, 5 waiting area chairs, 5 administrator desks, 5 rolling office chairs, 2 fireproof filing cabinets
<b>Other</b>	2 containers for trash and recyclables, adult restroom attached or adjacent to administrative office

<b>Common Space<sup>4</sup></b>	
<b>Quantity of Spaces Required</b>	1
<b>Square Footage Per Space</b>	5,200 square feet
<b>Communications</b>	Telephone lines, network and wireless internet
<b>Flooring</b>	Laminate
<b>Power &amp; Technology</b>	Duplex power outlets adequate to support a food warmer and high capacity refrigerator in the kitchen area
<b>Equipment</b>	Speakers, Audio-Visual equipment

<sup>4</sup> For the purposes of this report, the Common Space is inclusive of both the cafeteria and the physical education space. We anticipate combining these two spaces for efficiency and cost effectiveness.

<b>Furnishings</b>	Foldable cafeteria tables, retractable bleachers
<b>Other</b>	2 containers for trash and recyclables, restrooms/locker room space, separate serving kitchen of 200-250 sq. ft.

<b>Special Education Classroom</b>	
<b>Quantity of Spaces Required</b>	1
<b>Square Footage Per Space</b>	450-750 square feet
<b>Communications</b>	Telephone lines, network and wireless internet
<b>Flooring</b>	Laminate tile
<b>Power &amp; Technology</b>	Duplex power outlets adequate to support all technology equipment
<b>Equipment</b>	Large mounted whiteboard, ceiling mountable projector, digital presenter, projection screen, bulletin board
<b>Furnishings</b>	5 student desks, 5 chairs, horseshoe table with 5 chairs, large area rug, 2 teacher chairs, 2 large bookshelves
<b>Other</b>	2 containers for trash and recyclables

<b>Enrichment Classroom/Multipurpose Room</b>	
<b>Quantity of Spaces Required</b>	1
<b>Square Footage Per Space</b>	1000 square feet
<b>Communications</b>	Telephone lines, network and wireless internet
<b>Flooring</b>	Laminate tile
<b>Power &amp; Technology</b>	Duplex power outlets adequate to support all technology equipment
<b>Equipment</b>	Large mounted whiteboard, ceiling mountable projector, digital presenter, projection screen,

	bulletin board
<b>Furnishings</b>	50 folding chairs, 10 foldable tables
<b>Other</b>	2 containers for trash and recyclables

Janitorial Space	
<b>Quantity of Spaces Required</b>	1
<b>Square Footage Per Space</b>	500 square feet
<b>Communications</b>	n/a
<b>Flooring</b>	Concrete with a drain
<b>Power &amp; Technology</b>	Duplex power outlets
<b>Equipment</b>	Janitorial sink, slab sink, large trash barrels on wheels
<b>Furnishings</b>	Open shelving
<b>Other</b>	

Teacher Workspace	
<b>Quantity of Spaces Required</b>	1
<b>Square Footage Per Space</b>	1500 square feet
<b>Communications</b>	Telephone lines, network and wireless internet
<b>Flooring</b>	Carpet
<b>Power &amp; Technology</b>	Duplex power outlets adequate to support all technology equipment
<b>Equipment</b>	High volume copier and printer, laminating machine, paper cutter
<b>Furnishings</b>	25 compact adult desks, 25 desk chairs, mounted shelving, 25 2-drawer file cabinets on wheels, 2 work tables
<b>Other</b>	2 containers for trash and recyclables

Restrooms	
<b>Quantity of Spaces Required</b>	4 (2 male, 2 female)
<b>Square Footage Per Space</b>	300 square feet
<b>Communications</b>	n/a
<b>Flooring</b>	Laminate tile
<b>Power &amp; Technology</b>	n/a
<b>Equipment</b>	Bathroom stalls, toilets, sinks, soap dispenser, paper towel dispenser
<b>Furnishings</b>	n/a
<b>Other</b>	2 containers for trash and recyclables

**5.9. Submission**

- 5.9.1.** Final hardcopy placed in a three-ring binder
- 5.9.2.** Final electronic copy

Appendix E- PSFA Master Facility Plan

Rachael Sowards  
1623 La Vega Dr SW  
Albuquerque, NM 87105  
505-917-6442  
[rsewards@solarecollegiate.org](mailto:rsewards@solarecollegiate.org)

April 2, 2018

Superintendent Raquel Reedy  
Albuquerque Public Schools  
6400 Uptown Blvd NE  
Albuquerque, NM 87110

CC: Kizito Wijenje, Executive Director, Capital Master Plan  
CC: Elizabeth Halpin, Acting Senior Planner/Manager

Dear Superintendent Reedy,

On behalf of the Solare Collegiate Founding Team and proposed Governing Board, I am writing formally and respectfully to inquire about facilities options owned by Albuquerque Public Schools, per the requirements of the Public Schools Facilities Authority (PSFA) of New Mexico. The Founding Team of the proposed Solare Collegiate Charter School requests a list of facilities owned by Albuquerque Public Schools that are currently unoccupied, partially occupied, or expected to be unoccupied in the next year. Specifically, we are interested in any facilities that would be unoccupied, partially occupied, or expected to be unoccupied in the next year in the 87121 and surrounding zip codes (87105 and 87120).

The Solare Collegiate Founding Team appreciates your openness to communication and willingness to collaborate with our team, as we prepare to found a charter middle school in southwest Albuquerque. If you have any questions or updates, please reach out to us using the contact information listed above. On behalf of the entire Solare Collegiate Founding Team, we thank you for your time and open lines of communication.

Sincerely,

Rachael Sowards  
505-917-6442  
[rsewards@solarecollegiate.org](mailto:rsewards@solarecollegiate.org)





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## PSFA Request

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Wijenje, Kizito <wijenje@aps.edu>

Mon, Apr 2, 2018 at 10:26 AM

To: Rachael Swards <rsewards@solarecollegiate.org>

Cc: "Halpin, Elizabeth M" <elizabeth.halpin@aps.edu>, "Reedy, Raquel M" <reedy@aps.edu>, "Elder, Scott" <elder\_s@aps.edu>, "Escobedo, Joseph D" <escobedo\_j@aps.edu>

Ms. Swards,

**The Albuquerque Public Schools District (APS) does not have any Schools or facilities that are currently unoccupied, partially occupied, or expected to be unoccupied in the next year.**

However, APS may have portable classroom buildings available for your school to use contingent a memorandum of understanding and availability. Your school will have to move them and install them at a site that you either lease or own at your expense. Please email me when you are ready for this.

Thank you.

Kizito Wijenje, AICP

Executive Director, Capital Master Plan

Albuquerque Public Schools

Capital Master Plan Department

Lincoln Building 2nd Floor Suit #9

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**From:** Rachael Swards [mailto:[rsewards@solarecollegiate.org](mailto:rsewards@solarecollegiate.org)]

**Sent:** Sunday, April 01, 2018 2:59 PM

**To:** Reedy, Raquel M

**Cc:** Wijenje, Kizito; Halpin, Elizabeth M

**Subject:** Appendix E - PSFA Master Facility Plan  
PSFA Request

[Quoted text hidden]



**APS Facility Letter.docx**

8K

Attachment C: Concept Layout

Common Space (including Prep Kitchen)					
8th Cohort 1		8th Cohort 2	6th Cohort 1		6th Cohort 2
8th Cohort 3		8th Cohort 4	6th Cohort 3		6th Cohort 4
7th Cohort 1		7th Cohort 2	5th Cohort 1		5th Cohort 2
7th Cohort 3		7th Cohort 4	5th Cohort 3		5th Cohort 4
Boy's Restroom		Girl's Restroom	Girl's Restroom		Boy's Restroom
Janitorial Room		Teacher Workspace			Admin Office
Admin Office		Enrichment Classroom/Multipurpose Space	Special Education Classroom		Admin Office
Staff Restroom					Staff Restroom
Administrative Space					

Note: The spacing is not to scale